

REMARKS

By the present amendment, claims 1 and 16 have been amended to incorporate the subject matter of claim 11 (protective film comprising at least two layers having different softening points), and claim 17 has been amended to be dependent on claim 1. Accordingly, claims 11 and 18 have been canceled, and claims 12-15 have been amended to be dependent on claim 1 instead of claim 11.

It is submitted that the amendments only incorporate recitations already present in the claims, so that they do not raise any new issues. Accordingly, entry and consideration of the amendments is respectfully requested.

Claims 1-6, 10, and 11-17 are pending in the present application. Independent claim 1, and claims 2-6, 10, 11-15, and 17 dependent directly or indirectly thereon, are directed to a manufacturing method of a polarizing film. Independent claim 16 is also directed to a manufacturing method of a polarizing film.

In the Office Action, claim 16 is rejected under 35 U.S.C. 102(b) as anticipated by US 4,387,133 to Ichikawa et al. (Ichikawa). It is alleged in the Office Action that Ichikawa discloses the dyed hydrophilic polymer film with protective film applied by thermocompression bonding.

Claim 1 has been amended to recite that the protective film comprises at least two layers having different softening points, as previously recited in claim 11. This feature is not taught or suggested in Ishikawa. Accordingly, it is submitted that the rejection should be withdrawn.

Next, in the Office Action, claim 17 is rejected under 35 U.S.C. 102(b) as anticipated by US 4,230,768 to Hamada et al. (Hamada). It is alleged in the Office Action that Hamada discloses a polarizer having 5 to 50 microns with protective film applied by thermocompression bonding.

Claim 17 has been amended to be dependent on claim 1, which recites that the protective film comprises at least two layers having different softening points, as previously recited in claim 11. This feature is not taught or suggested in Hamada. Accordingly, it is submitted that the rejection should be withdrawn.

Next, in the Office Action, claims 1-2 and 6 are rejected under 35 U.S.C. 103(a) as obvious over Ichikawa in view of either US 2,237,567 to Land (Land) or US 3,051,054 to Crandon (Crandon), claims 3-5 and 10 are rejected under 35 U.S.C. 103(a) as obvious over Ichikawa in view of either Land or Crandon, further in view of US 3,772,128 to Kahn et al. (Kahn), and claims 11-15 are rejected under 35 U.S.C. 103(a) as obvious over Ichikawa in view of either Land or Crandon, further in view of US 4,370,374 to Raabe et al. (Raabe).

It is alleged in the Office Action that Ichikawa discloses a dyed PVA polarizer to which a protective film is heat-laminated without adhesive, and that stretching a dyed PVA film to obtain a polarizer is conventional in the art as evidenced by Land and Crandon, and with respect to claims 11-15, it is also alleged in particular that Raabe suggests the use of a protective film formed of two layers having different melting points.

Reconsideration and withdrawal of the rejections is respectfully requested. There would have been no motivation to use the protective film of Raabe on a polarizer comprising a stretched polymer film made of dyed hydrophilic polymer film, because Raabe does not provide any teaching or motivation to transfer its method to the field of optical field, and because the teaching of Raabe is limited to foamed films, so that there is no suggestion or motivation to adapt its method to stretched polymer films made of dyed hydrophilic polymer films.

Specifically, the motivation from Raabe to form "an excellent durable bond without

blisters” as alleged in the Office Action (section 10 on page 9 of the Office Action) is limited to adding a protective skin on a foamed material. The full sentence of Raabe in the relevant passage reads:

In addition, they [the protective films] must be firmly joined to the surface of the foamed plastics bodies, not form blisters and retain a durable bond. (Raabe at col. 1, lines 26-28) (emphasis added)

Raabe also states generally that:

The present invention is based on the problem of providing a plastics film, with which foamed plastics bodies can be encapsulated without the application of adhesives such as contact or solution adhesives. (Raabe at col. 1, lines 44-47) (emphasis added)

In contrast, in the presently claimed invention, a protective film comprising at least two layers having different softening points is contacted onto at least one face of a polarizer comprising a stretched polymer film made of dyed hydrophilic polymer film, as recited in present claims 1 and 16. A foamed film is not made into a film having polarizing properties by dyeing stretching, and a hydrophilic polymer can not be formed into a foamed layer. Thus, this feature of the presently claimed invention is not taught or suggested in Raabe, because the teaching in Raabe is limited to a field remote from optical films, and because the motivation in Raabe is to address problems in connection with “foamed plastics bodies”. In other words, Raabe does not provide any motivation to apply its protective film to a non-foamed film such as a polarizer comprising a stretched polymer film made a dyed hydrophilic polymer film. Therefore, the presently claimed invention is not obvious over the cited references taken alone or in any combination.

In view of the above, it is submitted that the rejections should be withdrawn.

Next, in the Office Action, claim 17 is rejected under 35 U.S.C. 103(a) as obvious over Ichikawa in view of Hamada. It is alleged in the Office Action that Hamada suggests the recited

thickness for the polarizer of Ichikawa.

Since claim 17 is now dependent on claim 1, reconsideration and withdrawal of the rejection in view of the discussion above regarding the rejection of claim 1 over Ishikawa is respectfully requested, since Hamada fails to remedy the deficiencies of Ishikawa as indicated above.

In view of the above, it is submitted that the rejection should be withdrawn.

Next, in the Office Action, claim 18 is rejected under 35 U.S.C. 103(a) as obvious over US 3,320,601 to Wong et al. (Wong) in view of Raabe, and claim 18 is also rejected under 35 U.S.C. 103(a) as obvious over Ichikawa in view of Raabe. It is alleged in the Office Action that Ichikawa and Wong disclose thermocompression bonding of a protective film on a polarizer, and Raabe suggests using a protective film formed of two layers having different melting points.

Since claim 18 has been cancelled, it is submitted that the rejections are moot. Further, reference is made to the discussion above regarding the deficiencies of Raabe.

In view of the above, it is submitted that the rejections should be withdrawn.

In conclusion, the invention as presently claimed is patentable. It is believed that the claims are in allowable condition and a notice to that effect is earnestly requested.

In the event there is, in the Examiner's opinion, any outstanding issue and such issue may be resolved by means of a telephone interview, the Examiner is respectfully requested to contact the undersigned attorney at the telephone number listed below.

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Group Art Unit: 1733

In the event this paper is not considered to be timely filed, the Applicants hereby petition for an appropriate extension of the response period. Please charge the fee for such extension and any other fees which may be required to our Deposit Account No. 50-2866.

Respectfully submitted,

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